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OXC-0980

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Contract No. TE-2191

Amendment No. 10

Edgerton, Germeshausen and Grier, Inc.  
1622 South "A" Street  
Las Vegas, Nevada

Gentlemen:

1. This Amendment constitutes Amendment No. 10 to Contract No. TE-2191, entered into between Edgerton, Germeshausen and Grier, Inc., and the United States of America.

2. The parties hereto have agreed to divide the scope of work into three categories for the period 1 July 1960 through 30 June 1961. Accordingly, PART I - SCOPE OF WORK, as amended, is supplemented to include the following for the above-mentioned period:

"CATEGORY I. The Contractor shall supply materials and services to furnish routine support which must be performed to accomplish the basic task or scientific support at the radar installation at Watertown, Nevada.

"CATEGORY II. The Contractor shall furnish twelve (12) man months of Engineering time to perform work of a study nature which may be requested from time to time by the Contracting Officer or his authorized representative to determine the feasibility of performing tasks generally considered to be over and above the basic work required in Category I.

"CATEGORY III. The Contractor shall furnish twelve (12) man months of Senior Engineering time, twenty (20) man months of Engineering time, and ten (10) man months of Drafting, Machinists', and Technicians' time, and material if required to perform special tasks which are not considered part of Category I and which may be requested from time to time by the Contracting Officer or his authorized representative or which may result from a Category II study."

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3. As a result of Paragraph 2 above, Paragraphs 7 and 8 of PART III - ESTIMATED COST AND FIXED FEE, are deleted in their entirety and the following is substituted therefor:

"7. The estimated cost for performance of the work for the period 1 July 1960 through 30 June 1961 is as follows:

Category I	\$421,338
Category II	22,184
Category III	110,416
Total	\$553,938

"8. The fixed fee for performance of the work for the period 1 July 1960 through 30 June 1961 is as follows:

Category I	\$37,583
Category II	2,218
Category III	11,042
Total	\$50,843

1202  
(1961)  
The fixed fee for Categories II and III is based on the level of effort as set forth in Paragraph 2 above. The Contractor will submit by 1 May 1961 a listing of man-months worked with an estimate to complete the work in Categories II and III. In the event the level of effort is substantially more or less than that contemplated in the scope of work referenced in Paragraph 2 above, the parties hereto will negotiate, if deemed advisable, a revised fixed fee for Categories II and III. It is contemplated that negotiations, if any, will be held shortly after submission of the listing of the actual and contemplated man-month level mentioned above.

"9. The total estimated cost and fixed fee for the period 1 July 1960 through 30 June 1961 is SIX HUNDRED FOUR THOUSAND SEVEN HUNDRED EIGHTY-ONE DOLLARS AND NO CENTS. (\$604,781.00) Notwithstanding the foregoing and in accordance with the provisions of Clause 35, LIMITATION OF GOVERNMENT'S OBLIGATION, which is attached hereto and made a part of the General Provisions of the contract, there has been allotted to this contract the sum of FOUR HUNDRED THOUSAND DOLLARS (\$400,000) for performance hereunder through February 1960."

4. Pursuant to the provisions of Paragraph 3(b) of PART IV - PAYMENTS of the SCHEDULE, the following provisional billing rates shall be used effective as of 1 July 1960:

112% of Direct Salaries and Wages - Overhead  
9% - General Administrative Expense

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5. The above results in a net increase of TWO HUNDRED THOUSAND DOLLARS (\$200,000) or a new total consideration of ONE MILLION EIGHT HUNDRED TWENTY-SIX THOUSAND FIVE HUNDRED TWENTY-FOUR DOLLARS AND FORTY-SEVEN CENTS (\$1,826,524.47). All other terms and conditions, as amended, remain unchanged.

6. Please indicate your receipt of this Amendment No. 10 to Contract No. FE-2191 and your acceptance thereof by executing the original and two copies of this Amendment. Return the fully executed original and one copy thereof to the undersigned and retain the remaining copy for your files.

Very truly yours,

[Redacted Signature Box]

Contracting Officer

ACKNOWLEDGED AND ACCEPTED

THIS 27 DAY OF Oct, 1960  
EDGESTON, GARDENHAUSEN AND GRIFFIN, INC.

BY

TITLE

Contract Administrator

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## **LIMITATION OF GOVERNMENT'S OBLIGATION**

(1) It is estimated that the total cost to the Government, inclusive of any fixed fee, for the performance of this contract will not exceed the estimated cost and fixed fee set forth in the schedule, and the Contractor agrees to use its best efforts to perform the work specified in the schedule and all obligations under this contract within such estimated cost. The fixed fee for complete performance of this contract is specified in the schedule.

(2) The sum presently available for payment and allotted to the contract, and the period of performance which it is estimated the allotted amount will cover, are specified in the schedule. It is anticipated that from time to time additional funds will be allotted to this contract up to the full estimated cost, including any fixed fee. When additional funds are allotted from time to time for continued performance of the work, the parties shall agree as to the applicable estimated period of contract performance which shall be covered by such funds and the contract schedule amended accordingly. The Contractor agrees to perform or have performed work on this contract up to the point at which, in the event of termination of this contract for the convenience of the Government pursuant to the clause of this contract entitled "Termination," the total amount paid and payable by the Government pursuant to any settlement including cost and fixed fee under Paragraph (e) of such clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to this contract. The Contractor shall not be obligated to continue performance of the work beyond such point.

(3) The Government shall not be obligated to reimburse the Contractor for costs incurred (including amounts payable in respect to subcontracts and termination settlement costs) and to pay any fixed fee to which the Contractor may be entitled, in excess of the total amount from time to time allotted to this contract. However, when and to the extent that the total amount allotted to this contract has been increased, any costs incurred by the Contractor and any fixed fee to which the Contractor may be entitled, prior to the increase and in excess of the amount previously allotted, shall be allowable to the same extent as if such costs had been incurred and fee earned after such increase in amount allotted.

(4) In the event funds allotted are considered by the Contractor to be inadequate to cover the work to be performed for the period set forth in the schedule, the Contractor shall notify the Contracting Officer in writing when within the next thirty (30) days the work will reach a point, at which, in the event of termination of this contract for the convenience of the Government pursuant to the clause of this contract entitled "Termination," the total amount paid and payable by the Government pursuant to a settlement including cost and fixed fee under Paragraph (e) of such clause will approximate eighty-five percent (85%) of the total amount then allotted to the contract. The notice shall state the estimated date when such point will be reached and the estimated amount of additional funds required to continue performance for the period set forth in the schedule. The Contractor shall, thirty (30) days prior to the end of the period specified in the schedule, advise the Contracting Officer in writing as to the estimated amount of additional funds which will be required, on the basis of the obligation for performance in accordance with Paragraph (2) of this clause, for the timely performance of the work under the contract for such further period

as may be specified in the schedule or otherwise agreed to by the parties. If, after such notification, additional funds are not allotted by the end of the period set forth in the schedule, or an agreed date in substitution therefor, the Contracting Officer will, upon written request of the Contractor, terminate this contract on such date, or on a date to be specified in such request, on which the Contractor, in the exercise of his reasonable judgment, estimates that he will have discharged his obligation to perform hereunder in accordance with Paragraph (2) of this clause, whichever is later, pursuant to the provisions of the clause of this contract entitled "Termination."

(5) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree as to the applicable period of contract performance which shall be covered by such funds, and the provisions of Paragraphs (2), (3), and (4) of this clause shall apply in like manner to such additional allotted funds and substituted date pertaining thereto, and the contract shall be amended accordingly.

(6) The Government may at any time prior to termination allot additional funds for this contract, and, with the consent of the Contractor, after notice of termination, may rescind such termination in whole or in part, and allot additional funds for this contract.

(7) In the event that sufficient amounts are not allotted to this contract to allow completion of the work contemplated by this contract, the Contractor shall be entitled, subject to the limitations of Paragraph (3) of this clause, to a percentage of the fixed fee set forth in the schedule equivalent to the percentage of completion of the work contemplated by this contract.

(8) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination."

(9) For the purposes of this clause the allotment or allotments specified in the schedule shall not be decreased without the consent of the Contractor.

(10) This clause shall be applicable and the clause of this contract entitled "Limitation of Cost" inapplicable until such time as an amount equal to the total estimated cost and fee set forth in the schedule is allotted to this contract, and thereafter the clause of this contract entitled "Limitation of Cost" shall be applicable and this clause inapplicable.